

FEDERAL RETIREMENT THRIFT INVESTMENT BOARD
Non-Disclosure Agreement

I, _____, an employee of _____
(Contractor/Company) consent to this Agreement so that I may have access to certain proprietary information or confidential and sensitive information about the Thrift Savings Plan that is necessary to perform my assigned duties and responsibilities.

Information Covered by this Agreement

“Proprietary information” refers to sensitive business, technical, financial, and procurement information regarding the Thrift Savings Plan, its record keeping system, and the contract between the Federal Retirement Thrift Investment Board (Agency) and this contractor. This information is subject to protection from unauthorized access, use, disclosure, or modification by the Federal Information Security Act of 2002, 15 U.S.C. 278g; 40 U.S.C. 11331; and 44 U.S.C. 3542(a) to 3549.

“Confidential and sensitive information” is any information about a TSP participant or beneficiary that is not already public or available without authorization. This information, if lost, misused, or modified could adversely affect the Federal Retirement Thrift Investment Board (Agency), the Thrift Savings Plan, or its participants or beneficiaries. It includes information protected under the Privacy Act, 5 U.S.C. sections 552a, as amended, for example, information regarding participants, participants' accounts, beneficiaries and potential beneficiaries, as well as information provided by third parties.

Conditions

I understand that the Agency has placed special confidence and trust in me by giving me access to the information described above. I further understand that I am obligated to protect this information from unauthorized disclosure or misuse in accordance with the laws and regulations protecting this information.

I acknowledge that I have had explained to me the kind of information that I will have access to and how to protect it. I agree to comply with the procedures and standards to be used to access, disseminate, handle and safeguard this information.

I understand that the Agency or someone acting for the Agency (e.g., an auditor) may monitor my activities and conduct inspections at any time or place to ensure that I am complying with the procedures and standards for accessing, disseminating, handling, and safeguarding this information.

I understand and agree that:

- a. Except as authorized, I will keep the information obtained as a result of my job in strict confidence and will not disclose or release any information obtained in the performance of my job to any person or entity.

- b. I will make no changes to the data in the TSP record keeping system or other ancillary systems except as authorized in the performance of my job.
- c. I will not use information obtained as a result of my job for personal or business gain, either for myself or another, directly or indirectly. Specifically, I will not use sensitive procurement information I may use or view to allow me or my employer to have an unfair competitive advantage in competing for Agency contracts. Should I believe that the information I obtain during the course of my employment presents an organizational conflict of interest, I will immediately notify my organization's contracting office.
- d. I will promptly report to my supervisor or other appropriate official any unauthorized disclosure, misplacement, loss, theft, misuse, or other security violation of which I am aware, whether or not I am personally involved.
- e. Any exceptions to the above require prior written approval of the Agency. I understand that the conditions and obligations of this Agreement apply to me during my employment and at all times thereafter. I further understand that a violation of the terms of this Agreement may result in the cancellation of my access to this information, administrative or disciplinary action, or loss of employment. I may also be liable for civil or criminal penalties under the laws or regulations governing the protection of the information.

Each section of this Agreement is independent of the others. If a court should find any provisions of this Agreement to be unenforceable, the other provisions will remain in effect.

I have carefully read this Agreement and state that I voluntarily consent to it.

Signature

Date

Witness

Date

Title of witness and affiliation